

# Information Systems Advisory Body

## County of Los Angeles



**CHAIRMAN**  
**Michael P. Judge**  
Public Defender

November 3, 2004

**CHAIR PRO TEM**  
**John Ruegg**  
Director, ISAB

Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

**ISAB**

**John Ruegg**  
Director  
(562) 403-6501

Dear Supervisors:

**Felix Basadre**  
Assistant Director  
(562) 403-6505

**APPROVAL OF AGREEMENT FOR DEVELOPMENT OF THE  
DEOXYRIBONUCLEIC ACID (DNA) ORDER TRACKING SYSTEM  
(DOTS) WITH CAPITA TECHNOLOGIES INC.**

**Noble B. Kennamer, Jr.**  
Marketing Director  
(562) 403-6650

**(ALL DISTRICTS - 3 VOTES)**

**Marcus Leon**  
Director, Project Development  
(562) 403-6527

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH  
MODIFICATIONS ( ) DISAPPROVE ( )**

12750 Center Court Drive  
Suite 500  
Cerritos, CA 90703  
(562) 809-3049 - Fax

### MEMBERS

**Lee Baca**  
Sheriff  
**John Clarke**  
Executive Officer/Clerk  
L.A. Superior Court  
**Steve Cooley**  
District Attorney  
**Janice Fukai**  
Alternate Public Defender  
**David E. Janssen**  
Chief Administrative Officer  
**Michael P. Judge**  
Public Defender  
**Richard Shumsky**  
Chief Probation Officer  
**Lawrence Lewis**  
President, Police Chiefs' Association  
**Dr. Lakshmanan Sathyavagiswaran**  
Chief Medical/Coroner  
Department of the Coroner  
**Jon Fullinwider**  
Chief Information Officer  
**Dave Lambertson**  
Interim Director, Internal Services Dept.  
**William J. Bratton**  
Chief of Police, City of Los Angeles

### IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached Agreement with Capita Technologies Inc. for the development and implementation of the County's DNA Order Tracking System (DOTS).
2. Delegate authority to the Director of Information Systems Advisory Body to execute amendments and change notices to this agreement.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

On February 3, 2004, your Board approved the use of \$300,000 from the Information Technology Fund (ITF) and a matching \$300,000 grant from the Quality and Productivity Commission to fund the first phase development of an Interagency DNA Order Tracking System (DOTS). The DOTS better coordinates law enforcement efforts to collect DNA from positively

The Penal Code Section 296 requires criminal defendants convicted of certain enumerated crimes to provide DNA samples for analysis and inclusion in the California DNA and Forensic Identification Data Base and Data Bank Program.

The current process for identifying subjects required to provide DNA samples is manual. The District Attorney's (DA) office requests the Court to issue orders to the defendant(s) to provide DNA samples. The Court orders are hand delivered to the Sheriff's Department along with additional inmate paperwork, or given to released defendants to schedule an appointment for DNA collection within five (5) calendar days.

Presently, there is no automated system to proactively notify the DA/Prosecution, Courts, Sheriff, Probation/Parole that their in-custody or supervised subject is required to submit DNA samples. High volume caseloads and inmate populations make it problematic to manually perform record checks to determine if DNA samples are required pursuant to Penal Code Section 296. Once a subject is released from probation, parole or custody, the likelihood of DNA collection is minimal. In Phase one of the project, the DNA collection system will be implemented for LA justice agency access (Phase II extends access to Berkeley DNA Labs and the CA Department of Justice).

### **Implementation of Strategic Plan Goals**

The recommended action is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness.

### **FISCAL IMPACT:**

Upon approval by your Board, ISAB will enter into a fixed fee agreement with Capita Technologies Inc., in the amount of \$698,000 for the development and implementation of DOTS. Of this total cost, \$600,000 has been granted and accepted by your board. The remaining \$98,000 will come from ISAB's existing budget. No new net county costs funds are being requested for this engagement.

Once fully deployed, ongoing maintenance costs for the interagency DOTS are estimated at \$100,000 per year. The first year's maintenance will be funded by appropriations within the ISAB budget. The District Attorney and the Sheriff's Department will share responsibility for subsequent years' maintenance expense.

There are no other fiscal impacts.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

Penal Code Section 296 requires criminal defendants convicted of certain enumerated crimes to provide DNA samples for analysis and inclusion in a California DNA and Forensic Identification Data Base and Data Bank Program. Subsections of the code indicate requirements to the Courts, Probation, Sheriff and Parole in collecting DNA specimens for both Adult and Juvenile offenders.

Pursuant to Government Code section 25502.5, the County's Purchasing Agent possesses the statutory authority to engage independent contractors to perform services for the County when the aggregate total cost does not exceed \$100,000. The authority to approve any limited or ongoing service requirements above this dollar threshold rests solely with the Board of Supervisors.

By this recommended action, we are requesting Board approval, and delegated authority to award the competitively bid DOTS development project to Capita Technologies Inc. in the amount of \$698,000.

**CONTRACTING PROCESS:**

On June 9, 2004, the Internal Services Department released an Invitation for Bids (IFB) for the development and implementation of DOTS. (Solicitation No. 216240, Requisition No. 119303). The IFB notice was sent to 299 vendors and was posted on the County's website. Bid evaluations of all qualified bids were completed on July 8, 2004. ISAB recommended Capita Technologies Inc. as the winning vendor based on price, technical capability and criminal justice experience.

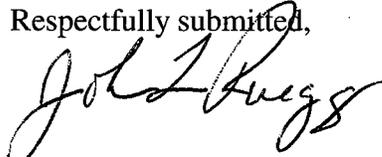
**IMPACT ON CURRENT SERVICES (OR PROJECTS):**

Approval of this action will authorize development of an automated DNA Order Tracking System (DOTS). The DOTS will improve the DNA collection process by automating the identification of qualifying DNA subjects, notification, management, and monitoring of DNA specimen collections. It will also facilitate the County-wide DNA collection process for all arrestees, probationers, and parolees by providing expanded access to DNA collection status to multiple local law enforcement agencies, DA, Sheriff, Probation, Parole, and Superior Court.

## CONCLUSION

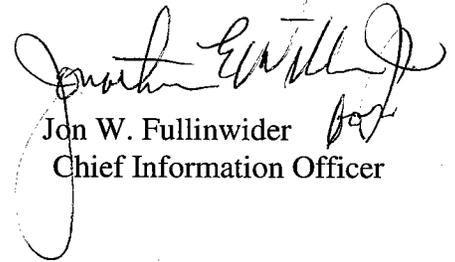
Upon Board of Supervisors approval, the Executive Officer of the Board of Supervisors is requested to return an adopted copy of this letter to the Director, Information Systems Advisory Body, 12750 Center Court Drive Suite 500, Cerritos, CA 90703.

Respectfully submitted,



John Ruegg, Director  
Information Systems Advisory Body

Noted and Approved,



Jon W. Fullinwider  
Chief Information Officer

JR:fb

Attachment

c: Chief Administrative Officer  
Auditor-Controller  
County Counsel  
Executive Officer, Board of Supervisors  
Internal Services Department

# CIO ANALYSIS

**REQUEST BY THE INFORMATION SYSTEMS ADVISORY BODY (ISAB) FOR APPROVAL FOR A PROFESSIONAL SERVICES CONTRACT WITH CAPITA TECHNOLOGIES, INC., TO DEVELOP THE DNA ORDER TRACKING SYSTEM (DOTS)**

**CIO RECOMMENDATION:**     **APPROVE**             **APPROVE WITH MODIFICATION**  
     **DISAPPROVE**

**Contract Type:**

**New Contract**                             **Contract Amendment**             **Contract Extension**  
 **Sole Source Contract**

**New/Revised Contract Term:**    **Base Term:** 1 Yrs                            **# of Option Yrs:** 2

**Contract Components:**

**Software**                                     **Hardware**                                     **Telecommunications**  
 **Professional Services**

**Project Executive Sponsor:** John Ruegg, Director, ISAB

**Budget Information :**

Y-T-D Contract Expenditures	\$ N/A
Requested Contract Amount	\$698,000 (Fixed Price)
Aggregate Contract Amount	\$698,000

**Project Background:**

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Is this project legislatively mandated?</b> Although this project is not legislatively mandated, the functions the new system will perform greatly enhance the level of services being performed which are mandated.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Is this project subvented? If yes, what percentage is offset?</b>

**Strategic Alignment:**

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Is this project in alignment with the County of Los Angeles Strategic Plan?</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Is this project consistent with the currently approved Department Business Automation Plan?</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Does the project's technology solution comply with County of Los Angeles IT Directions Document?</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Does the project technology solution comply with preferred County of Los Angeles IT Standards?</b>

**Project/Contract Description:**

ISAB is requesting Board approval to enter into an agreement with Capita Technologies, Inc., in the amount of \$698,000 to develop the County's DNA Order Tracking System (DOTS).

The Board letter also requests delegated authority for the Director of the Information Systems Advisory Body (ISAB) to execute amendments for any change which affects the scope of work, the term, payments, any condition, or any rights or obligations of this Agreement and change notices that may be required under this agreement.

**Background:**

Earlier this year, ISAB obtained approval for \$300,000 of funding from the Information Technology Fund (ITF) and \$300,000 in matching funding from the Quality and Productivity Commission for the first phase development of an Interagency DNA Order Tracking System (DOTS). DOTS will allow law enforcement agencies to better coordinate their efforts to collect statutorily required DNA samples from criminal offenders and to allow each agency electronic access to this information.

An Invitation for Bids (IFB) was released by the Internal Services Department in June 2004 for the development and implementation of DOTS. A total of 299 vendors were notified of the solicitation. Only two (2) vendors submitted bids in response to the solicitation.

**Project Justification/Benefits:**

California Penal Code Section 296 requires criminal defendants (adult and juvenile) who are convicted of certain crimes to provide DNA samples for analysis and inclusion in the California DNA Forensic Identification Data Base and Date Bank Program. Currently, the system for notifying the prosecutor, courts, law enforcement agency or probation/parole representative of the need to take a DNA sample is entirely manual. As a result, defendants who should have a DNA sample taken and registered are often released from custody before the DNA sample requirement is met and communicated. Automating this process will greatly reduce the number of defendants who bypass the mandated DNA sample collection process due to miscommunication and system oversights.

Phase I of this project will implement this automated process at the local level, while Phase II will extend access to DOTS to Berkeley DNA Labs/CA Department of Justice.

The implementation of DOTS will ultimately result in an increased number of DNA specimens being collected at the local level, giving rise to a more comprehensive DNA database for the state and federal DNA databanks. It will also reduce the number of duplicate collections for subjects that already have DNA samples on file (a fact currently cannot be determined), resulting in significantly reduced costs. By increasing the number of samples in the databanks, the processing of cold cases and the ability to prove guilt, or innocence, based on DNA sampling will greatly enhance the overall administration of justice.

Further, DOTS will provide a multi-agency model for identifying and electronically sharing DNA collection requirements and the status of DNA records on file to all authorized state and local criminal justice agencies.

**Project Metrics:**

Once the system is deployed, ISAB will be able to track and report on the increased number of DNA samples taken, the reduced number of duplicate DNA samples taken and the volume of activity that occurs on the application.

**Impact If Request is Not Approved:**

If this request is not approved, the current manual process of notification that a DNA sample is required will continue, with similar results that are currently being experienced. It must also be noted that the number of crimes for which DNA samples are statutorily required has expanded and will likely continue to expand in the future. Accordingly, not pursuing a technological solution for streamlining and expediting the notification process would, most assuredly, result in even greater numbers of failures to comply with state statute.

**Alternatives Considered:**

The only other alternative considered was to merely continue with the current system. Given the significant downside to continuing with the current system as described above, ISAB decided to pursue the development of a comprehensive automated solution. The proposed solution allows ISAB to utilize existing technologies which it previously acquired through other initiatives and to leverage its existing infrastructure and knowledge base to greatly minimize any potential risks that might otherwise be present.

**Project Risks:**

Because this is a full development project, the risk is assuring that the objectives and requirements of the system are fully met by the vendor.

**Risk Mitigation Measures:**

To mitigate this risk, ISAB has structured a "fixed price" agreement that is deliverables-based to ensure that the system will be developed and implemented within the identified funding. Any unforeseen requirements or changes will have to be dealt with outside the scope of the existing agreement, on a case-by-case basis, to eliminate any adverse impacts on the total cost of this project.

**Financial Analysis:**

The total cost of this agreement (\$698,000) is summarized below:

- \$300,000 – Information Technology Fund Grant
- \$300,000 – Quality and Productivity Commission Grant
- \$98,000 – ISAB's FY 2004-05 Budget

Once fully deployed, ongoing annual maintenance costs of \$100,000 will be funded in the first year through appropriations within the ISAB budget. The District Attorney and Sheriff have agreed to share responsibility for subsequent years' maintenance costs thereafter.

**CIO Concerns:**

None

**CIO Recommendations:**

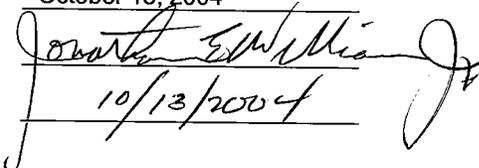
We recommend your Board's approval of this agreement.

**CIO APPROVAL**

Date Received: October 13, 2004

Prepared by: Earl Bradley 

Date: October 13, 2004

Approved: 

Date: 10/13/2004



AGREEMENT FOR  
DNA ORDER TRACKING SYSTEM (DOTS)  
DEVELOPMENT  
BY AND BETWEEN  
**COUNTY OF LOS ANGELES**  
**INFORMATION SYSTEMS ADVISORY BODY**  
AND  
**CAPITA TECHNOLOGIES INC.**

# DNA ORDER TRACKING SYSTEM (DOTS) AGREEMENT

## TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
<b>RECITALS</b> .....	<b>1</b>
<b>1.0 APPLICABLE DOCUMENTS</b> .....	<b>2</b>
<b>2.0 DEFINITIONS</b> .....	<b>2</b>
<b>3.0 ADMINISTRATION OF AGREEMENT - COUNTY</b> .....	<b>3</b>
<b>4.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR</b> .....	<b>4</b>
<b>5.0 WORK</b> .....	<b>6</b>
5.1 General Obligation of Contractor.....	6
5.2 Replacement of Contractor Personnel.....	6
5.3 Approval of Work.....	7
5.4 Working Hours.....	8
5.5 Work Locations.....	8
5.6 COUNTY Furnished Items .....	8
5.7 Transportation Reimbursement.....	8
5.8 Contractor's Facility.....	9
5.9 Background and Security Investigations .....	9
<b>6.0 CHANGES AND AMENDMENTS</b> .....	<b>10</b>
6.1 No Informal Changes to Agreement.....	10
6.2 Agreement Changes.....	10
<b>7.0 TERM OF AGREEMENT</b> .....	<b>10</b>
<b>8.0 MAXIMUM CONTRACT SUM</b> .....	<b>11</b>
<b>9.0 CERTAIN COUNTY REMEDIES</b> .....	<b>11</b>
9.1 Remedy for Failure of Performance .....	11
9.2 Waiver of Remedy for Failure.....	11
9.3 Remedy for Failure to Furnish Approved Personnel .....	11
<b>10.0 INVOICES AND PAYMENTS</b> .....	<b>11</b>
10.1 Invoice Submission.....	11
10.2 Invoice Content.....	12
10.3 Payment of Taxes.....	12
<b>11.0 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION</b> .....	<b>12</b>
<b>12.0 WARRANTY AGAINST CONTINGENT FEES</b> .....	<b>12</b>
<b>13.0 INDEPENDENT CONTRACTOR STATUS</b> .....	<b>13</b>
<b>14.0 SUBCONTRACTING</b> .....	<b>13</b>
<b>15.0 INDEMNIFICATION AND INSURANCE</b> .....	<b>13</b>
15.1 Indemnification .....	14
15.2 General Insurance Requirements .....	14
15.3 Insurance Coverage Requirements.....	16
<b>16.0 RECORDS AND AUDITS</b> .....	<b>17</b>
<b>17.0 PUBLICITY</b> .....	<b>17</b>

**TABLE OF CONTENTS**  
(continued)

<u>PARAGRAPH</u>	<u>PAGE</u>
18.0 OWNERSHIP OF MATERIALS, SOFTWARE, AND COPYRIGHT .....	18
19.0 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNIFICATION .....	28
20.0 WARRANTIES .....	19
21.0 COMPLIANCE WITH APPLICABLE LAW .....	20
22.0 FAIR LABOR STANDARDS.....	20
23.0 NONDISCRIMINATION.....	20
24.0 EMPLOYMENT ELIGIBILITY VERIFICATION.....	21
25.0 CAPTIONS AND PARAGRAPH HEADINGS.....	21
26.0 WAIVER .....	21
27.0 GOVERNING LAW, JURISDICTION, AND VENUE .....	22
28.0 SEVERABILITY .....	22
29.0 HIRING .....	22
29.1 CONTRACTOR Hiring.....	22
29.2 COUNTY Hiring of CONTRACTOR Employees .....	22
30.0 TERMINATION FOR INSOLVENCY .....	23
31.0 TERMINATION FOR DEFAULT .....	23
32.0 TERMINATION FOR CONVENIENCE .....	24
33.0 TERMINATION FOR IMPROPER CONSIDERATION .....	25
34.0 LIMITATION OF COUNTY’S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS.....	25
35.0 COUNTY AUDIT SETTLEMENTS.....	25
36.0 NOTICE OF DELAYS .....	25
37.0 CONFLICT OF INTEREST.....	26
38.0 MOST FAVORED PUBLIC ENTITY .....	26
39.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS.....	26
40.0 AUTHORIZATION WARRANTY.....	26
41.0 RESTRICTIONS ON LOBBYING .....	27
41.1 Federal Funds Projects .....	27
41.2 County Projects .....	27
42.0 NOTICES.....	27
43.0 CHILD SUPPORT PROGRAM .....	27
43.1 CONTRACTOR’S Acknowledgement of COUNTY’S Commitment to Child Support Enforcement .....	27
43.2 CONTRACTOR’S Warranty of Adherence to COUNTY’S Child Support Compliance Program.....	27
43.3 Termination for Breach of Warranty to Maintain Compliance With COUNTY’S Child Support Compliance Program .....	28

**TABLE OF CONTENTS**  
(continued)

<u>PARAGRAPH</u>	<u>PAGE</u>
44.0 COUNTY'S QUALITY ASSURANCE PLAN .....	28
45.0 NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED INCOME CREDIT .....	28
46.0 CONFIDENTIALITY AND SECURITY .....	28
47.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT .....	29
48.0 COMPLIANCE WITH JURY SERVICE PROGRAM.....	30
48.1 Jury Service program .....	30
48.2 Written Employee Jury Service Policy.....	30
49.0 RECYCLED-CONTENT PAPER.....	31
50.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HIPAA .....	31
51.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM .....	33
52.0 SAFELY SURRENDERED BABY LAW .....	34
AUTHORIZATION OF AGREEMENT.....	35

**EXHIBIT A -- STATEMENT OF WORK**

**DNA ORDER TRACKING SYSTEM  
AGREEMENT**

This Agreement is made and entered into as of the Effective Date by and between the County of Los Angeles (hereafter "COUNTY") and Capita Technologies Inc., a Delaware corporation (hereafter "CONTRACTOR"), to develop and implement a DNA Order Tracking System for the COUNTY's Information Systems Advisory Body ("ISAB").

**RECITALS**

WHEREAS, ISAB is charged with the responsibility of implementing a comprehensive DNA Order Tracking System for the County of Los Angeles.

WHEREAS, ISAB does not have the technical staff with the specific skills and expertise necessary to develop and implement the DNA Order Tracking System. Accordingly, ISAB published its Invitation for Bid on June 9, 2004.

WHEREAS, the COUNTY is authorized by California Government Code, Section 31000 to procure special services, including the services described herein; and

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

## 1.0 APPLICABLE DOCUMENTS

1.1 This base document, along with Exhibits A, B, C, D, E and E1 described below, attached hereto, and incorporated herein by this reference, along with Exhibits F and G, not attached hereto but incorporated herein by reference, collectively form and are throughout and hereinafter referred to as the "Agreement."

1.2 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, and/or the contents and/or description of any task, deliverable, service, and/or other work, and/or otherwise, between and/or among this base document and/or the Exhibits, such conflict and/or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following priority:

1. EXHIBIT A - Statement of Work
2. EXHIBIT B - Price Schedule
3. EXHIBIT C - CONTRACTOR Employee ACKNOWLEDGMENT, Confidentiality, and Copyright Assignment Agreement
4. EXHIBIT D - CONTRACTOR's EEO Certification
5. EXHIBIT E - CONTRACTOR's Assignment and Transfer of Copyright
6. EXHIBIT E1 - INDIVIDUAL's Assignment and Transfer of Copyright
7. EXHIBIT F - COUNTY's Invitation for Bid (IFB) (not attached)
8. EXHIBIT G - CONTRACTOR's Proposal (not attached)

## 2.0 DEFINITIONS

### 2.1 Contract Sum

"Contract Sum" shall mean the maximum monetary amount which may be paid by COUNTY to CONTRACTOR as set forth in Section 8.0 (Contract Sum).

### 2.2 Day(s)

"Day" or "days," whether used with initial capitalization or not, whether singular or plural, shall mean calendar day(s) and not business day(s), unless otherwise expressly specified.

### 2.3 Effective Date

"Effective Date" shall be the date upon which this Agreement comes into full force and effect, which shall be the date of execution by the COUNTY's Board of Supervisors.

## 2.4 Normal Working Hours

"Normal Working Hours" means one of the following work schedules, according to individual COUNTY department policy, excluding COUNTY holidays:

- A. "5/40", which is normally 8 hours per day Monday through Friday ("Working Days"), with starting and ending times departmentally established;
- B. "9/80", which is a flexibly arranged 9 hours on each of eight Working Days in a given two-week period, plus 8 hours arranged, per department policy, on the ninth Working Day; or
- C. "4/40", which is normally ten hours on each of four fixed Working Days each week, with starting and ending times departmentally established.

## 3.0 ADMINISTRATION OF AGREEMENT - COUNTY

### 3.1 COUNTY's Project Director

- 3.1.1 COUNTY's Project Director has authority to recommend, negotiate and approve all changes, on behalf of COUNTY, to this Agreement.
- 3.1.2 COUNTY's Project Director shall be responsible for the overall administration of this Agreement, including keeping and updating all records relating thereto, and for resolving disputes between COUNTY and CONTRACTOR.
- 3.1.3 COUNTY's Project Director for this Agreement shall be the following person:

Ellen Aragon  
DDA IV, District Attorney's Office  
320 W. Temple Ave. Room 748  
Los Angeles, California 90012

COUNTY shall notify CONTRACTOR in writing of any change in the name or address of COUNTY's Project Director.

### 3.2 COUNTY's Project Manager

- 3.2.1 COUNTY's Project Manager shall be responsible for confirming that COUNTY technical standards and task requirements are satisfactorily complied with by CONTRACTOR, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by CONTRACTOR to perform the work hereunder.
- 3.2.2 COUNTY's Project Manager shall be responsible for coordinating and monitoring the work of CONTRACTOR personnel assigned to this project, and for confirming that this Agreement's objectives are met by CONTRACTOR. COUNTY's Project Manager shall also be responsible for:

- A. Monitoring and reporting performance and progress of the project team;
  - B. Evaluating CONTRACTOR's technical performance;
  - C. Reviewing and approving project tasks, deliverables, services, and other work;
  - D. Coordinating with CONTRACTOR's Project Manager, on a regular basis, regarding the performance of CONTRACTOR personnel on each particular task; and
  - E. Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.
- 3.2.3 COUNTY's Project Manager has full responsibility for ongoing approval of CONTRACTOR personnel pursuant to Subsection 4.2.1.
- 3.2.4 COUNTY's Project Manager for this Agreement shall be the following person, or designee:
- Lt. John Aerts  
Information Systems Advisory Body  
12750 Center Court Dr. Suite 500  
Cerritos, California 90703
- 3.3 COUNTY's Project Director and Project Manager are not authorized to make any changes in the Contract Sum, Period of Performance, or in the terms and conditions of this Agreement, except through formally prepared Change Notices and Amendments (See Section 6.0 (Change Notices and Amendments)).
- 4.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR:
- 4.1 CONTRACTOR's Project Manager:
- 4.1.1 CONTRACTOR's Project Manager shall be a full-time, paid employee of CONTRACTOR who shall be responsible for CONTRACTOR's day-to-day activities as related to this Agreement and for reporting to COUNTY in the manner set forth in Subsection 4.3 (Reports by CONTRACTOR). Any issues, problems, or disputes which may arise which cannot be resolved by COUNTY's Project Manager or designee may be reported by CONTRACTOR's Project Manager to COUNTY's Project Director.
- 4.1.3 CONTRACTOR's Project Manager shall coordinate with COUNTY's Project Manager, or designee, on a regular basis with respect to all work being performed on active tasks and deliverables.
- 4.1.4 CONTRACTOR shall promptly notify COUNTY (See Section 5.2) in writing of any change in the name or address of CONTRACTOR's Project Manager.

- 4.1.5 CONTRACTOR's Project Manager for this Agreement shall be the following person, or designee:

Charlie Granville  
CAPITA TECHNOLOGIES, INC.  
1920 Main Street, Suite 400  
Irvine, CA 92614

4.2 Approval of CONTRACTOR's Staff

- 4.2.1 COUNTY's Project Manager has the absolute and ongoing right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Project Manager. After approval, COUNTY may disapprove CONTRACTOR staff and may require replacement of such staff upon reasonable cause as determined by COUNTY. Reasonable cause may include, but is not limited to, reasons such as change in project priorities, scope or cost, change in COUNTY policies, need for fewer or different staff, personnel difficulties, performance difficulties, perceived or actual conflicts of interest or other perceived or actual ethical, legal, or non-legal difficulties. CONTRACTOR shall provide COUNTY with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

4.3 Reporting by CONTRACTOR

- 4.3.1 To control expenditures and to ensure the proper and timely reporting of all tasks, deliverables, services, and other work provided by CONTRACTOR, CONTRACTOR shall provide COUNTY's Project Manager, unless directed otherwise, with a written report, due on the first and fifteenth of each month, or if such falls on a weekend or holiday, on the first business day thereafter, for all active projects and containing the following information:
- A. Overview of the reporting period, including issues resolved and milestones passed;
  - B. Tasks, deliverables, and services scheduled for the reporting period which were not completed;
  - C. Tasks, deliverables and services scheduled for the reporting period which were completed;
  - D. Tasks, deliverables and services scheduled to be completed in the next reporting period;
  - E. Issues to be resolved;
  - F. Any difficulties encountered by CONTRACTOR which could jeopardize the completion of the tasks, milestones or deliverables within the schedule;

G. Updated milestone chart; and

H. Any other information which COUNTY may from time-to-time require.

4.3.2 COUNTY's Project Manager shall monitor status reports. Any unresolved problems shall be reported to COUNTY's Project Director.

5.0 WORK:

5.1 General Obligations of CONTRACTOR:

5.1.1 Pursuant to the provisions of this Agreement, CONTRACTOR shall fully perform, complete and deliver on time all tasks, deliverables, services, and other work as set forth in Exhibit A (Statement of Work). Unless otherwise agreed in writing, all work shall be performed at work sites specified by COUNTY.

5.1.2 Unless otherwise agreed in writing, such work shall be provided during COUNTY's Normal Working Hours. Access to COUNTY facilities required by CONTRACTOR at other times shall require CONTRACTOR to notify COUNTY's Project Manager.

5.1.3 CONTRACTOR shall be responsible for monitoring and controlling the number of hours worked by CONTRACTOR personnel assigned to the project.

5.1.4 If CONTRACTOR provides any tasks, deliverables, services, or other work to COUNTY other than those specified in Exhibit A (Statement of Work) as originally written or modified under the authority of COUNTY, these shall be gratuitous efforts on the part of CONTRACTOR for which CONTRACTOR shall have no claim whatsoever against COUNTY.

5.2 Replacement of CONTRACTOR Personnel

5.2.1 If CONTRACTOR wishes, or is obliged, to reassign any personnel from this project, CONTRACTOR shall furnish COUNTY's Project Manager with notice of such intention at the earliest possible time, and shall not effect any discretionary reassignment without the advance approval of COUNTY's Project Manager. COUNTY approval shall not be unreasonably withheld. CONTRACTOR will use its best efforts to replace reassigned or terminated employees with at least equally qualified personnel within five (5) business days of such reassignment or termination.

5.2.2 CONTRACTOR shall promptly provide COUNTY with resume(s) of proposed replacement(s), and an opportunity to interview such person(s) prior to COUNTY approval.

5.2.3 COUNTY approval of proposed CONTRACTOR personnel may be contingent upon CONTRACTOR personnel passing a COUNTY security check or background investigation due to the sensitive nature of certain COUNTY areas or activities. Unless otherwise specified, all CONTRACTOR and subcontractor personnel requiring access to COUNTY court facilities shall be required to pass an annual security and background check.

5.3 Approval of Work, Task(s), Deliverable(s), Good(s), Service(s), and/or Other Consideration

5.3.1 For any and all work, task(s), deliverable(s), good(s), service(s), and/or other consideration provided, CONTRACTOR must have the written approval of COUNTY's Project Director and COUNTY's Project Manager, which approval shall be provided or denied in a timely manner considering the circumstances and the procedures set forth in this Agreement. In no event shall COUNTY be liable or responsible for any payment prior to such written approval.

5.3.2 For any and all work, task(s), deliverable(s), good(s), service(s), and/or other consideration, COUNTY will provide to CONTRACTOR written approval or disapproval by COUNTY's Project Director and COUNTY's Project Manager within thirty (30) days (or such shorter period, if any, as may be specified in the Statement of Work with respect to such work, task(s), deliverable(s), good(s), service(s), and/or other consideration), from delivery to COUNTY's Project Director and COUNTY's Project Manager of such work, task(s), deliverable(s), good(s), service(s), and/or other consideration, provided that CONTRACTOR provides COUNTY's Project Director and COUNTY's Project Manager with a written notice simultaneously with the delivery of such specifying the date on which such work, task(s), deliverable(s), good(s), service(s), and/or other consideration was delivered to COUNTY's Project Director and COUNTY's Project Manager and specifying the last date for COUNTY's written approval or disapproval of such work, task(s), deliverable(s), good(s), service(s), and/or other consideration. COUNTY's Project Director shall determine if there is any discrepancy between the date specified by CONTRACTOR for COUNTY's approval or disapproval and the time limit set forth in this Subsection 5.3 for such approval or disapproval, and the determination of COUNTY's Project Director as to the correct such date shall be final. In the event COUNTY fails to provide written approval or disapproval of such work, task(s), deliverable(s), good(s), service(s), and/or other consideration by the last date for such approval or disapproval, CONTRACTOR may then deliver to COUNTY's Project Director and COUNTY's Project Manager a written notice which shall include at the top of the first page, in all capital letters, in bold type face, the following:

**“NOTICE TO COUNTY OF LOS ANGELES OF FAILURE TO PROVIDE WRITTEN APPROVAL OR DISAPPROVAL OF A DELIVERABLE IN A TIMELY MANNER PURSUANT TO THE COUNTY CONTRACT NO. \_\_\_\_\_ [specify number]. ISAB'S WRITTEN RESPONSE IS REQUIRED ON OR BEFORE \_\_\_\_\_ [specify due date].”**

Such written notice shall specify the work, task(s), deliverable(s), good(s), service(s), and/or other consideration for which CONTRACTOR is seeking written approval or disapproval and the date on which such work, task(s), deliverable(s), good(s), service(s), and/or other consideration was delivered to COUNTY's Project Director and COUNTY's Project Manager. If CONTRACTOR provides to COUNTY's Project Director and COUNTY's Project Manager a written notice that fully conforms to the foregoing requirements, then COUNTY will provide to CONTRACTOR written approval or disapproval by COUNTY's Project Director and COUNTY's Project

Manager of such work, task(s), deliverable(s), good(s), service(s), and/or other consideration within sixty (60) working days following receipt by COUNTY's Project Director and COUNTY's Project Manager of such a written notice fully conforming to the foregoing requirements. Any written notice of disapproval from COUNTY's Project Director or COUNTY's Project Manager which specifies one or more bases for disapproval shall not be deemed or construed to constitute an exhaustive itemization of the bases for such disapproval, and shall not limit in any manner at any time prior to any written approval of such work, task(s), deliverable(s), good(s), service(s), and/or other consideration by COUNTY's Project Director and COUNTY's Project Manager, COUNTY's rights subsequently to disapprove such work, task(s), deliverable(s), good(s), service(s), and/or other consideration on the same basis and/or on another basis.

5.3.3 In the event quality/performance deficiencies by CONTRACTOR necessitate disapproval of work, task(s), deliverable(s), good(s), service(s), invoice(s), time report(s), and/or other consideration by COUNTY's Project Manager, COUNTY may pursue any and all remedies set forth in this Agreement or as otherwise provided by law.

#### 5.4 Working Hours

For work at COUNTY facilities, CONTRACTOR services shall be provided during Normal Working Hours (See Subsection 2.4) unless emergencies or specifically stated requirements dictate otherwise. CONTRACTOR personnel may be required to work more than forty hours in a given week to complete project requirements, however "overtime" or extra payments shall not be authorized, inasmuch as CONTRACTOR is an independent contractor and all personnel are considered FLSA-exempt professionals.

#### 5.5 Work Locations

If deemed necessary by COUNTY's Project Manager, CONTRACTOR personnel may be asked to work at any COUNTY location where information technology services are required for this project.

#### 5.6 COUNTY Furnished Items

COUNTY may, where necessary and with the approval of COUNTY's Project Manager, furnish CONTRACTOR with software, related technical documentation, and use of computing facilities generally necessary for the work performance. All such items remain COUNTY property.

#### 5.7 Transportation Expenses

CONTRACTOR shall be responsible for all transportation expenses including, but not limited to, all mileage and parking expenses for all of CONTRACTOR's work under this Agreement. CONTRACTOR shall be responsible for, shall maintain approved auto liability insurance for, and shall indemnify COUNTY for, all damages, losses and

liabilities in connection with CONTRACTOR personnel operating any vehicle on COUNTY-approved business.

**5.8 CONTRACTOR's Facilities**

- A. CONTRACTOR shall have an office within Los Angeles County. CONTRACTOR's Project Manager shall be located in and reachable through this local office. In addition, CONTRACTOR shall have a local or toll-free telephone number to receive trouble calls and provide current status of projects. The telephone shall be staffed by a CONTRACTOR employee during COUNTY business hours, 8:00 AM to 5:00 PM Pacific Standard Time, Friday through Friday.
- B. The CONTRACTOR shall supply the working environment for its staff and its subcontractors performing the work, including all hardware, software, support services, and office space needed. Additionally, the CONTRACTOR shall provide a local working environment within Los Angeles County for COUNTY staff to facilitate technology transfer and training of COUNTY staff, as deemed necessary by COUNTY's Project Manager.

**5.9 Background and Security Investigations**

- 5.9.1 At the discretion and request of COUNTY, all CONTRACTOR personnel performing work under this Agreement may be required to undergo and pass, to the satisfaction of COUNTY, background and security investigation(s) as a condition of beginning and continuing work under such Work Order. COUNTY may request that such investigation(s) be conducted periodically during the term of this Agreement .
- 5.9.2 Notwithstanding the foregoing, all CONTRACTOR personnel requiring access to Court facilities shall undergo and pass such background and security investigation(s) prior to obtaining such access.
- 5.9.3 The investigations(s) shall be at CONTRACTOR's expense and shall be conducted by an investigation organization licensed by the State of California. The investigations(s) may consist of a background and fingerprint check with the Los Angeles County Sheriff's Department, the California Department of Justice, the Federal Bureau of Investigation, and the National Crime Information Center. CONTRACTOR shall instruct and hereby authorizes the investigation organization to submit the results of the investigation(s) directly to COUNTY.
- 5.9.4 The standards used by COUNTY in making a determination of "pass" or "does not pass" will generally be the standards used by COUNTY for placement of COUNTY employees in sensitive positions. However, COUNTY reserves the right to use higher standards for Contractor Personnel for individual projects, or portions thereof, and/or for access to specific locations.
- 5.9.5 A Court and/or COUNTY organization may immediately deny or terminate Court and/or COUNTY facility access to CONTRACTOR personnel who do not pass such investigation(s) to the satisfaction of the Court and/or COUNTY organization, or whose background or conduct is incompatible with Court and/or COUNTY facility access, as determined in the sole discretion of the Court and/or COUNTY organization.

5.9.6 Any disqualification of any Contractor Personnel pursuant to this Subparagraph 5.9 shall not relieve CONTRACTOR of its obligation(s) to complete all requirements of this Agreement .

## **6.0 CHANGES AND AMENDMENTS**

### **6.1 No Informal Changes to Agreement**

Any change, addition, and/or deletion of any term, obligation, and/or condition of this Agreement may be effectuated only through the procedures required under this Paragraph 6.0. Any purported change that does not comply strictly with the requirements of Subparagraph 6.2 (Agreement Changes) shall be null and void.

### **6.2 Agreement Changes**

6.2.1 For any change which affects the scope of work, the term, payments, any condition, or any rights or obligations of this Agreement, a written amendment to this Agreement shall be executed by COUNTY's Director of ISAB, subject to the advance written approval from the COUNTY's Chief Information Officer and the Office of the County Counsel, and CONTRACTOR's Authorized Official(s).

6.2.2 COUNTY's Director of ISAB is hereby expressly authorized to execute amendments to incorporate Board ordered provisions, such as the Child Support Program (Paragraph 43.0), the GAIN/GROW Program (Subparagraph 29.1.2), and the Earned Income Credit Notice (Paragraph 45.0).

6.2.3 COUNTY's Director of ISAB, subject to the advance written approval from the COUNTY's Chief Information Officer and the Office of the County Counsel, is hereby expressly authorized to execute amendments in the form of change notices to extend this Agreement, as provided in Paragraph 7.0 (Term of Agreement).

6.2.4 For any change which does not affect the scope of work, the term, payments, any condition, or any rights or obligations of this Agreement, a change notice shall be prepared and executed by the COUNTY's Project Director and CONTRACTOR's Project Manager.

6.2.5 Notwithstanding any other provisions of this Paragraph 6.0, COUNTY's Project Director, in his/her sole discretion, may grant CONTRACTOR no-cost extensions of time, provided that the aggregate of all such extensions during the term of this Agreement shall not exceed ninety (90) days. CONTRACTOR agrees that such extensions shall not change any other term or condition of this Agreement during the period of such extensions.

## **7.0 TERM OF AGREEMENT**

7.1 The term of this Agreement shall commence upon the Effective Date, and expire at the close of COUNTY business on November 28, 2005, unless sooner terminated or later extended, in whole or in part, as herein provided.

7.2 COUNTY shall have an irrevocable option, which may be exercised by COUNTY's Director of ISAB to extend this Agreement for up to two (2) one-year periods.

7.3 COUNTY shall notify CONTRACTOR of any determination to extend this Agreement no less than sixty (60) days prior to the beginning of the relevant option year.

## **8.0 MAXIMUM CONTRACT SUM**

This is a Fixed Fee Agreement. The maximum Agreement amount, inclusive of any CONTRACTOR incurred expenses shall not exceed six hundred ninety-eight thousand dollars (\$698,000).

## **9.0 CERTAIN COUNTY REMEDIES**

The remedies set forth in this Paragraph 9.0 are provided for COUNTY's benefit and use only, and are non-exclusive and cumulative with other remedies contained in this Agreement as well as those available as a matter of law and/or in equity.

### **9.1 Remedy for Failure of Performance**

CONTRACTOR shall immediately provide to COUNTY substitute qualified personnel at no charge within three (3) business days if, as determined in the sole judgment of COUNTY's Project Director,

### **9.2 Waiver of Remedy for Failure of Performance**

COUNTY's Project Director may waive all or any portion of this remedy and may allow CONTRACTOR to submit an invoice, at no greater labor rate, for all or any part of such work performed by substitute personnel, if COUNTY's Project Director determines that:

- A. The time schedule was not adversely affected, and
- B. The quality of performance obligated the agreement was maintained.

### **9.3 Remedy for Failure to Furnish Approved Personnel**

If CONTRACTOR is unable to furnish its proposed and approved personnel within five (5) business days of COUNTY's notification to CONTRACTOR of selection or by the date of commencement of this Agreement, then CONTRACTOR may be disqualified from this agreement.

## **10.0 INVOICES AND PAYMENTS**

### **10.1 Invoice Submission**

10.1.1 For providing the tasks, deliverables, goods, services, and/or other work under this Agreement, CONTRACTOR shall separately invoice COUNTY for each deliverable, if performed on a fixed price per deliverable basis.

10.1.2 Payment for all work shall be on either a time and materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified.

10.1.3 CONTRACTOR shall not be entitled to pay for, and COUNTY shall not pay CONTRACTOR for, any travel time, vacation, sick leave, per diem, out-of-pocket expenses, and/or any other costs and/or expenses, unless specifically so authorized in the agreement.

10.1.4 Invoices under this Agreement shall be submitted to the address(es) set forth in the Statement of Work.

## **10.2 Invoice Content**

10.2.1 The period(s) of performance for Contractor Personnel specified in CONTRACTOR's invoice(s) must coincide with the period(s) of performance for Contractor Personnel specified in the Statement of Work.

10.2.2 Each invoice submitted by CONTRACTOR shall specify:

- A. The identifying COUNTY Agreement number;
- B. The period of performance of work being invoiced;
- C. The name(s) of the individual(s) who performed the work;
- D. A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amounts being billed for each deliverable; and
- E. The total amount of the invoice.

## **10.3 Payment of Taxes**

CONTRACTOR shall be liable and responsible for payment of any and all taxes arising from and/or applying to any and all tasks, deliverables, goods, services, and/or other work performed under this Agreement except for sales taxes due to the State of California, if any, for software updates on tangible media. CONTRACTOR shall invoice COUNTY for such taxes as part of CONTRACTOR's monthly and/or deliverable billing, and CONTRACTOR shall pay such taxes collected in this manner to the State of California.

## **11.0 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION**

CONTRACTOR shall not assign its rights and/or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the COUNTY's Project Director. Any unapproved assignment and/or delegation shall be null and void and shall constitute a material breach upon which COUNTY, in its sole discretion, may terminate or suspend this Agreement. Any payments by COUNTY to any approved delegatee and/or assignee on any claim under this Agreement shall be subject to setoff, recoupment, and/or other reduction at COUNTY's sole discretion, for any claim that CONTRACTOR would have against COUNTY hereunder.

## **12.0 WARRANTY AGAINST CONTINGENT FEES**

12.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

12.2 For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement and, in its sole discretion, deduct or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

### **13.0 INDEPENDENT CONTRACTOR STATUS**

- 13.1 This Agreement is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever. CONTRACTOR shall function as, and in all respects is, an independent contractor.
- 13.2 CONTRACTOR shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work on this Agreement. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.
- 13.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Agreement for all purposes, and in particular for purposes of workers' compensation liability, are under CONTRACTOR's exclusive control and are not employees of COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any Contractor Personnel as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR pursuant to this Agreement.
- 13.4 CONTRACTOR shall provide to COUNTY executed CONTRACTOR Employee Acknowledgement, Confidentiality, and Copyright Assignment and/or Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreements pursuant to Subparagraph 5.1 (General Obligations of CONTRACTOR).
- 13.5 The employees and agents of each party shall, while on the premises of the other party, comply with all rules and regulations of the premises including, but not limited to, security requirements.

### **14.0 SUBCONTRACTING**

- 14.1 No performance of any work, or portion thereof, under this Agreement shall be subcontracted by CONTRACTOR without the prior written consent of COUNTY, which COUNTY shall exercise in its sole discretion and which shall be issued by and through the COUNTY's Project Director. Any attempt by CONTRACTOR to subcontract without the prior written consent of COUNTY shall be null and void and may be deemed by COUNTY, in its sole discretion, to be a material breach of this Agreement.
- 14.2 If CONTRACTOR desires to subcontract any portion of its performance obligations or responsibilities under this Agreement, CONTRACTOR shall make a written request to COUNTY for written approval to enter into a particular subcontract. CONTRACTOR's request to COUNTY shall include each of the following:
- A. A description of the work to be performed by the subcontractor, and the reason(s) for the particular subcontract;
  - B. A draft copy of the proposed subcontract, which must contain, at a minimum, all provisions of Exhibit G (Sample Subcontract). (A copy of the sample subcontract will be supplied upon CONTRACTOR's request); and

C. Other information and/or certifications requested by COUNTY.

- 14.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY from and against any and all liability with respect to the acts and/or omissions of each and every subcontractor in the same manner and to the same degree as if such subcontractors were CONTRACTOR employees.
- 14.4 Notwithstanding any COUNTY consent to subcontract, CONTRACTOR shall remain fully responsible for all performances required of it under this Agreement, including those that CONTRACTOR has determined to subcontract.
- 14.5 COUNTY's consent to subcontract shall not waive COUNTY's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. See Subparagraph 5.2 (Approval of Contractor's Staff). CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.
- 14.6 The COUNTY's Project Director is authorized to act for and on behalf of COUNTY with respect to approval of any subcontracting and subcontractor employees.
- 14.7 CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding COUNTY's consent to subcontract.
- 14.8 CONTRACTOR shall deliver to the COUNTY's Project Director a fully executed copy of each subcontract entered into by CONTRACTOR before any work may be performed under such subcontract.
- 14.9 CONTRACTOR shall obtain both of the following from each approved subcontractor:
- A. An executed Subcontractor Employee Acknowledgement and Confidentiality Agreement in a form approved by COUNTY (available from the COUNTY) for each subcontractor and subcontractor employee approved to perform work hereunder, and
  - B. Certificates of insurance which establish that the subcontractor maintains all the programs of insurance required by COUNTY.

CONTRACTOR shall ensure delivery of all such documents to the COUNTY's Project Director before any subcontractor employee may perform any work hereunder.

**15.0 INDEMNIFICATION AND INSURANCE**

**15.1 Indemnification**

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents (hereafter for purposes of this Paragraph 15.0, "COUNTY") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement.

**15.2 General Insurance Requirements**

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Agreement, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

- A. **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY, and all regular annual renewals thereof, shall be delivered to the MAPD, or designee, prior to commencing initial performance, or commencing subsequent years of performance, as applicable, under this Agreement. Such certificates or other evidence shall
- (1) Specifically identify this Agreement.
  - (2) Clearly evidence all coverages required in this Agreement.
  - (3) Contain the express condition that COUNTY is to be given written notice by certified or registered mail at least thirty (30) days in advance of any modification, lapse, or cancellation for all policies evidenced on the certificate of insurance.
  - (4) Include certified copies of the additional insured endorsement(s) to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
  - (5) Identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY or to require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- B. **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by COUNTY.
- C. **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- D. **Notification of Incidents, Claims, or Suits:** CONTRACTOR shall report to COUNTY:
- (1) any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the

filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

- (2) any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.
- (3) any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a County "Non-Employee Injury Report" to COUNTY's Project Director.
- (4) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR under the terms of this Agreement.

E. **Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

F. **Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- (2) CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

### 15.3 Insurance Coverage Requirements

A. **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$500,000 for each accident. Such insurance shall include coverage for all "owned," "hired," and "non-owned" vehicles, or coverage for "any auto."

C. **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million

Disease – each employee:

\$1 million

**16.0 RECORDS AND AUDITS**

16.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards, and other employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Agreement and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

16.2 In the event that an audit is conducted of CONTRACTOR specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with the County Auditor-Controller within thirty days of CONTRACTOR's receipt thereof unless otherwise provided by applicable federal or state law or under this Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

16.3 Failure on the part of CONTRACTOR to comply with the provisions of this Paragraph 16.0 shall constitute a material breach upon which COUNTY, in its sole discretion, may terminate or suspend this Agreement.

**17.0 PUBLICITY**

CONTRACTOR shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY shall not prohibit CONTRACTOR from publishing its role under this Agreement, so long as CONTRACTOR strictly complies with the following conditions and/or limitations:

- A. CONTRACTOR shall develop all publicity material in a professional manner;
- B. During the term of this Agreement, CONTRACTOR shall not, nor authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of COUNTY's Project Director. COUNTY shall not unreasonably withhold written consent; and
- C. CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that CONTRACTOR strictly complies with the requirements of this Paragraph 17.0.

## **18.0 OWNERSHIP OF MATERIALS, SOFTWARE, AND COPYRIGHT**

- 18.1 COUNTY shall be the sole owner of all right, title, and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "Materials") which are originated or created through CONTRACTOR's work pursuant to this Agreement. CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to and vest in COUNTY all CONTRACTOR's right, title, and interest in and to such original Materials, including any copyright, patent, and trade secret rights which arise pursuant to CONTRACTOR's work under this Agreement.
- 18.2 CONTRACTOR shall affix the following notice to all documentary and software items originated pursuant to this Agreement: "© Copyright \_\_\_\_\_, (such date as may be appropriate, i.e. 2000, 2001, 2002, etc.), County of Los Angeles. All rights Reserved." CONTRACTOR shall affix such notice: (1) at the beginning and at the end of any and all source code, such that on storage media and on printouts the notice appears with or near the title of each program; (2) continuously on all sign-on display screens; (3) on the title or inside cover page of all system, user, and technical documentation; and (4) as otherwise may be directed by COUNTY.
- 18.3 During the term of this Agreement and for five (5) years thereafter, CONTRACTOR shall maintain and provide security for all CONTRACTOR's working papers prepared under this Agreement. COUNTY shall have the right to inspect, copy, and use, at any time during and subsequent to the term of this Agreement, any and all such working papers and all information contained therein.
- 18.4 Any and all materials, software, and tools that are developed or were originally acquired by CONTRACTOR outside the scope of this Agreement, which CONTRACTOR desires to use hereunder and which CONTRACTOR considers to be proprietary and/or confidential, must be expressly and specifically identified by CONTRACTOR to COUNTY's Project Manager, or designee, as proprietary and/or confidential and shall be plainly and prominently marked by CONTRACTOR as "PROPRIETARY" or "CONFIDENTIAL" on each page containing such material.
- 18.5 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and/or confidential items, if any, are safeguarded and held in confidence. COUNTY agrees not to reproduce, distribute, or disclose to non-COUNTY entities any such proprietary and/or confidential items without the prior written consent of CONTRACTOR.
- 18.6 COUNTY shall have no obligation to CONTRACTOR under Subparagraph 18.5 or otherwise if proprietary and/or confidential items are not plainly and prominently identified per Subparagraph 18.4. Further, COUNTY shall have no obligation to CONTRACTOR under this Paragraph 18.0 for any disclosures required under any state and/or federal law and/or order of court.
- 18.7 All rights and obligations of this Paragraph 18.0 shall survive the expiration or termination of this Agreement.

## **19.0 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNIFICATION**

- 19.1 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY from and against any and all liability, including but not limited to damages, fees (including attorney and

expert witness fees), costs, and/or expenses, for or by reason of any actual or alleged infringement of any third party's patent and/or copyright and/or any actual or alleged unauthorized trade secret disclosure arising from and/or related to the operation and/or utilization of CONTRACTOR's work under this Agreement. COUNTY shall inform CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and shall cooperate with CONTRACTOR's defense thereof.

- 19.2 In the event any equipment, part thereof, or software product that has been supplied under this Agreement becomes the subject of any dispute, demand, claim, complaint, action, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY's continued use of such item is formally restrained, enjoined, or subjected to a risk of potential damages, CONTRACTOR, at its sole expense, and providing that COUNTY's continued use of the system is not materially impeded, shall either:
- A. Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or
  - B. Replace the questioned equipment, part, or software product with a non-questioned item; or
  - C. Modify the questioned equipment, part, or software product so that it is free of claims.
- 19.3 CONTRACTOR shall have no liability for the alleged infringement or unauthorized disclosure to the extent that such is based upon a use of the questioned product, either alone or in combination with other items not supplied by CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

## **20.0 WARRANTIES**

- 20.1 CONTRACTOR warrants the quality of its work and shall promptly correct any and all defects, errors, and/or omissions in the tasks, deliverables, services, and other work provided pursuant to this Agreement. The correction of all such defects, errors, and/or omissions shall be at no cost to COUNTY.
- 20.2 CONTRACTOR further warrants that:
- A. CONTRACTOR shall strictly comply with the specifications, requirements, standards, and representations set forth in this Agreement .
  - B. All tasks, deliverables, services, and other work shall be provided and/or performed in a timely and professional manner by qualified personnel.
  - C. All tasks, deliverables, services, and other work shall be complete, uniform in appearance, and in accordance with generally applicable standards in the industry.
  - D. Any software or data analysis used by CONTRACTOR shall be available to COUNTY during the term of the Agreement and for a period of five (5) years thereafter, provided that this warranty shall only apply to software or data analysis owned by or under the control of CONTRACTOR.
  - E. All software provided under this Agreement shall perform according to the requirements set forth in the Statement of Work , and in the documentation produced pursuant thereto.

**21.0 COMPLIANCE WITH APPLICABLE LAW**

21.1 CONTRACTOR shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances. All provisions thereof required thereby to be included in this Agreement are hereby incorporated herein by reference.

21.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY from and against any and all liability, including but not limited to damages, fees (including attorney and expert witness fees), costs, and/or expenses, arising from or related to any violation on the part of CONTRACTOR, its employees, agents, or subcontractors of any such laws, rules, regulations, and/or ordinances.

**22.0 FAIR LABOR STANDARDS**

CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act (FLSA) and shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by CONTRACTOR's employees for which COUNTY may be found jointly or solely liable.

**23.0 NONDISCRIMINATION**

23.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, gender, age, or physical or mental handicap, in compliance with all applicable federal and state anti-discrimination laws and regulations.

23.2 CONTRACTOR shall certify to and comply with the provisions of CONTRACTOR'S EEO Certification (Exhibit D).

23.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, gender, age, or physical or mental handicap, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

23.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, gender, age, or physical or mental handicap.

23.5 CONTRACTOR certifies that it is in compliance with all federal, state, and local laws, including, but not limited to:

- Title VII, Civil Rights Act of 1964;
- Section 504, Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Title IX, Education Amendments of 1973, as applicable; and
- Title 43, Part 17, Code of Federal Regulations, Subparts A & B

and that CONTRACTOR shall subject no person, on the grounds of race, creed, color, national origin, political affiliation, marital status, gender, age, or handicap, to discrimination as to any privileges or uses granted by this Agreement or under any project, program, or activity supported by this Agreement.

23.6 CONTRACTOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 23.0 when so requested by COUNTY.

23.7 If any of the provisions of this Paragraph 23.0 are being and/or have been violated by CONTRACTOR, such violation shall constitute a material breach upon which COUNTY, in its sole discretion, may terminate or suspend this Agreement. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated state or federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Agreement.

23.8 The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this Agreement, COUNTY shall, at its option, be entitled to payment from CONTRACTOR of the sum of Five Thousand Dollars (\$5,000) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

#### **24.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

24.1 CONTRACTOR warrants that it shall fully comply with all federal statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain from all employees performing work hereunder all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for the period prescribed by law.

24.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, and employees from and against any employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of any federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

#### **25.0 CAPTIONS AND PARAGRAPH HEADINGS**

Captions and paragraph and/or section headings used in this Agreement, including all Exhibits, are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

#### **26.0 WAIVER**

Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. No waiver by COUNTY of any

alleged breach of any provision of this Agreement shall constitute a waiver of any other alleged breach or of such provision. The rights and remedies set forth in this Paragraph 26.0 are non-exclusive and cumulative.

## **27.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement is and shall be executed under, governed by, and construed in accordance with the substantive and procedural laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement. CONTRACTOR further agrees with and consents to venue of any action brought hereunder to be exclusively in the County of Los Angeles, California.

## **28.0 SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected, unless the essential purposes of this Agreement shall be materially impaired thereby.

## **29.0 HIRING**

### **29.1 CONTRACTOR Hiring**

#### **29.1.1 Consideration of Hiring COUNTY Employees**

Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this Agreement.

#### **29.1.2 Consideration of Hiring GAIN/GROW Program Participants**

Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for such employment openings to participants in the Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position(s). For this purpose, consideration shall mean that CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants by job category to CONTRACTOR.

#### **29.1.3 Priority of Hiring**

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

### **29.2 COUNTY Hiring of CONTRACTOR Employees**

CONTRACTOR and COUNTY agree that during the term of this Agreement COUNTY may periodically exercise the option to offer one or more positions to, and ultimately hire, CONTRACTOR employees and/or other individuals who have otherwise been retained by Contractor to perform work, with no associated fee paid to Contractor.

**30.0 TERMINATION FOR INSOLVENCY**

30.1 COUNTY may terminate this Agreement forthwith in the event of the occurrence of any of the following incidents of insolvency:

- A. CONTRACTOR has ceased to pay a substantial portion of its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under federal bankruptcy laws and whether or not CONTRACTOR is insolvent within the meaning of such laws;
- B. The filing of a voluntary or involuntary petition under federal bankruptcy laws with CONTRACTOR as debtor;
- C. The appointment of a Receiver or Trustee for CONTRACTOR; or
- D. The execution by CONTRACTOR of a general assignment for the benefit of creditors.

30.2 The rights and remedies of COUNTY provided in this Paragraph 30.0 are non-exclusive and cumulative.

**31.0 TERMINATION FOR DEFAULT**

31.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement if, in the judgment of COUNTY's Project Director:

- A. CONTRACTOR has violated a provision herein specified as a material breach or has otherwise materially breached this Agreement; or
- B. CONTRACTOR has failed to timely provide and/or satisfactorily perform professional quality tasks, deliverables, goods, services, and/or other work specified in this Agreement ; or
- C. CONTRACTOR has failed to demonstrate a strong probability of successful completion or timely fulfillment of the performance requirements of any this Agreement or fails to comply with any other provisions of this Agreement; and
- D. If in either of the circumstances in Subparagraphs 31.1B or 31.1C, above, CONTRACTOR fails to cure or initiate convincing remedial action, as determined in the sole discretion of COUNTY's Project Director, with respect to any such alleged failure within a period of five (5) days (or such longer period as COUNTY may authorize in writing) after issuance of written notice from COUNTY specifying such default(s).

31.2 In the event that COUNTY terminates this Agreement in whole or in part as provided in Subparagraph 31.1, COUNTY, upon commercially reasonable terms consistent with COUNTY procurement policies, may procure goods and/or services equivalent to those so terminated (hereinafter any and all monetary expenses of doing so are collectively referred to as "Cover Costs"). CONTRACTOR shall be liable to COUNTY for any and all Cover Costs incurred by COUNTY. CONTRACTOR shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph 31.0.

31.3 Except with respect to defaults of any subcontractor, CONTRACTOR shall not be liable for any such Cover Costs if its failure to perform under this Agreement, , arises solely out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes include, but are not necessarily limited to: acts of God or of the public

enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of federal or state Governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and subcontractor and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such Cover Costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Subparagraph 31.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

31.4 If, after COUNTY has given notice of termination under the provisions of this Paragraph 31.0, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Paragraph 31.0, or that the default was excusable under the provisions of this Paragraph 31.0, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 32.0 (Termination for Convenience).

31.5 The rights and remedies of COUNTY provided in this Paragraph 31.0 are non-exclusive and cumulative with all other rights and remedies throughout this Agreement as well as with those available at law and/or in equity.

## **32.0 TERMINATION FOR CONVENIENCE**

32.1 COUNTY may terminate this Agreement, in whole or in part, from time to time or permanently, when such termination is deemed by COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective which shall be no less than ten (10) days after notice is sent.

32.2 The COUNTY Project Director has the authority to terminate, in whole or in part, any portion of this Agreement.

32.3 After receipt of a notice of termination and except as otherwise directed by COUNTY, CONTRACTOR shall immediately:

- A. Stop work under this Agreement, as identified in such notice;
- B. Transfer title and deliver to COUNTY all completed work and work in process; and
- C. Complete performance of such part of the work as shall not have been terminated by such notice.

32.4 For a period of five (5) years after expiration or termination of this Agreement, CONTRACTOR shall make available to COUNTY, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per

diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

**33.0 TERMINATION FOR IMPROPER CONSIDERATION**

33.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

33.2 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

33.3 Among other items, such improper consideration may take the form of actual or promised cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

**34.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Agreement during any of COUNTY's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's budget for each such future fiscal year. In the event that funds are not appropriated, or only limited amounts are appropriated, then this Agreement is subject to partial or full termination as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such funding limitation at the earliest possible date.

**35.0 COUNTY AUDIT SETTLEMENTS**

If, at any time during or after the term of this Agreement, representatives of COUNTY conduct an audit of CONTRACTOR regarding the work performed under this Agreement and if such audit finds that COUNTY's dollar liability for any such work is less than payments made by COUNTY to CONTRACTOR then the difference shall be either repaid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole option of COUNTY's Director of ISAB, deducted from any amounts due to CONTRACTOR from COUNTY. If such audit finds that COUNTY's dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment.

**36.0 NOTICE OF DELAYS**

Time is of the essence for CONTRACTOR's performance under this Agreement. Except as otherwise provided in this Agreement, when either party has knowledge that

any actual or potential situation is delaying, or threatens to delay, the timely performance of this Agreement, that party as soon as possible, but no later than within two (2) working days, shall give notice thereof, including all relevant information with respect thereto, to the other party.

**37.0 CONFLICT OF INTEREST**

37.1 No COUNTY employee whose position with COUNTY enables such employee to influence the award or conduct of this Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Agreement. No officer or employee of CONTRACTOR, who may financially benefit from the performance of work hereunder, shall in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

37.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 37.0 shall be a material breach of this Agreement.

**38.0 MOST FAVORED PUBLIC ENTITY**

If CONTRACTOR's prices decline or should CONTRACTOR, at any time during the term of this Agreement, provide the same goods or services under similar quantity and delivery conditions to any public entity, including but not limited to the State of California, any county, municipality, or district at prices below those set forth under this Agreement, then such lower prices shall be immediately extended to COUNTY.

**39.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS**

39.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost any and all damage to COUNTY facilities, buildings, grounds, and/or equipment caused by CONTRACTOR or employees, subcontractors, or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage but in no event later than thirty (30) days after the occurrence.

39.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by CONTRACTOR by cash payment upon demand, or COUNTY may deduct such costs from any amounts due to CONTRACTOR from COUNTY.

**40.0 AUTHORIZATION WARRANTY**

CONTRACTOR represents and warrants that the person executing this Agreement for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

## **41.0 RESTRICTIONS ON LOBBYING**

### **41.1 Federal Funds Projects**

If any federal funds are to be used to pay for any of CONTRACTOR's services under this Agreement, CONTRACTOR shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

### **41.2 County Projects**

CONTRACTOR and each County lobbyist or County lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any County lobbyist or County lobbying firm retained by CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach upon which COUNTY, in its sole discretion, may terminate this Agreement or suspend CONTRACTOR's performance hereunder.

## **42.0 NOTICES**

42.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be (1) hand delivered with signed receipt, (2) mailed by first-class registered or certified mail, postage prepaid, (3) sent by overnight carrier, or (4) sent by confirmed facsimile (fax) transmission, and addressed to the parties at the following addresses:

42.2 Notices to COUNTY shall be sent to the COUNTY's Project Director identified in Subparagraph 3.1.2.

42.3 Notices to CONTRACTOR shall be sent to the CONTRACTOR's Project Manager identified in Subparagraph 4.1.5.

## **43.0 CHILD SUPPORT PROGRAM**

### **43.1 CONTRACTOR'S Acknowledgement of COUNTY'S Commitment to Child Support Enforcement**

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR's place of business. The Child Support Services Department will supply CONTRACTOR with the poster to be used.

### **43.2 CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program**

43.2.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

43.2.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment for Child or Spousal Support pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**43.3 Termination for Breach of Warranty to Maintain Compliance with COUNTY'S Child Support Compliance Program**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Subparagraph 43.2 (CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program) shall constitute a default by CONTRACTOR under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Child Support Services Department shall be grounds upon which the County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 31.0 (Termination for Default).

**44.0 COUNTY'S QUALITY ASSURANCE PLAN**

COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Agreement and Statement of Work terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement in whole or in part, as to individual departments or otherwise, or impose other penalties as specified in this Agreement.

**45.0 NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED INCOME CREDIT**

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**46.0 CONFIDENTIALITY AND SECURITY**

46.1 In accordance with all applicable federal, state, and local laws, regulations, ordinances, and directives relating to confidentiality, CONTRACTOR shall protect the security of and keep confidential all records, materials, documents, data, and/or other information received, obtained, and/or produced under the provisions of this Agreement. CONTRACTOR shall use whatever security measures are necessary to protect all such records, materials, documents, data, and/or other information from loss, damage, and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

- 46.2 CONTRACTOR shall not disclose to any person or entity any information identifying, characterizing, or relating to any trait, feature, function, risk, threat, vulnerability, weakness, or problem regarding any data or system security in COUNTY's computer system(s) nor any safeguard, counter-measure, contingency plan, policy, or procedure for any data or system security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 46.3 CONTRACTOR shall provide to COUNTY a completed Exhibit C3 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement) or Exhibit C4 (Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement), as appropriate, for each of its Contractor Personnel performing work under this Agreement. Such Exhibit C3 and/or C4 shall be submitted to the MAPD, or designee, on or before the effective date of the Work Order but in no event later than the date any such employee first has any access to COUNTY records, materials, documents, data, and/or other information or first performs work under this Agreement, whichever is earlier.
- 46.4 CONTRACTOR shall ensure that only those Contractor Personnel and/or subcontractor employees required to perform the Services shall have access to COUNTY records, materials, documents, data, and/or other information. All records, materials, documents, data, and/or other information of any kind obtained from COUNTY and all reports developed by CONTRACTOR and/or its subcontractor(s) under this Agreement are confidential to and are solely the property of COUNTY.
- 46.5 CONTRACTOR shall take steps to ensure that said records, materials, documents, data, and/or other information of any kind obtained from COUNTY shall not be copied or reproduced by any method without the express, written approval of COUNTY's Project Director. The provisions of this Paragraph 46.0 shall survive the expiration or other termination of this Agreement.

#### **47.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- 47.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is COUNTY's policy to conduct business only with responsible contractors.
- 47.2 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other Agreements which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in this Agreement, debar CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years and terminate any or all existing Agreements CONTRACTOR may have with COUNTY.
- 47.3 COUNTY may debar a contractor if the County's Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with COUNTY, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offence which indicates a lack of business integrity

or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

- 47.4 If there is evidence that CONTRACTOR may be subject to debarment, COUNTY will notify CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 47.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision which shall contain a recommendation regarding whether CONTRACTOR should be debarred and, if so, the appropriate length of time of the debarment. If CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, CONTRACTOR may be deemed to have waived all rights of appeal.
- 47.6 A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 47.7 These terms shall also apply to subcontractor(s) of COUNTY's contractors.

## **48.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

### **48.1 Jury Service Program**

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

### **48.2 Written Employee Jury Service Policy**

- 48.2.1 Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the employee's regular pay the fees received for jury service.
- 48.2.2 For purposes of this Paragraph 48.0, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County,

or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services COUNTY under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 48.0. The provisions of this Paragraph 48.0 shall be inserted into any such subcontract agreement, and a copy of the Jury Service Program shall be attached to the agreement.

48.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Agreement and at its sole discretion, that CONTRACTOR demonstrate to COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

48.2.4 CONTRACTOR's violation of this Paragraph 48.0 may constitute a material breach of this Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### **49.0 RECYCLED-CONTENT PAPER**

Consistent with the Board of Supervisors policy to reduce the amount of solid waste deposited at the County landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible in the performance of this Agreement.

#### **50.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HIPAA**

50.1 The performance of CONTRACTOR's obligations under this Agreement could require CONTRACTOR's receipt of or access to Health Information. COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations ("C.F.R.") Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations require COUNTY to enter into a contract with CONTRACTOR, in its role as a "business associate" under the Privacy Regulations, in order to mandate certain protections for the privacy and security of Health Information. The provisions of this Paragraph 50.0 set forth the obligations of CONTRACTOR as a "business associate" under the Privacy Regulations.

50.2 For purposes of this Paragraph 50.0, the following definitions apply:

50.2.1 "Disclose," "Disclosed," and "Disclosure" mean, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Health

Information outside CONTRACTOR's internal operations or to other than its employees.

50.2.2 "Health Information" means information that (a) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by CONTRACTOR from or on behalf of COUNTY, or is created by CONTRACTOR, or is made accessible to CONTRACTOR by COUNTY.

50.2.3 "Use" (in both its verb and noun forms) or "Uses" mean, with respect to Health Information, the sharing, employment, application, utilization, examination, or analysis of such Information within CONTRACTOR's internal operations.

50.3 Permitted Uses and Disclosures of Health Information. CONTRACTOR:

- A. shall Use and Disclose Health Information as necessary or appropriate to perform its services as those services are described in this Agreement;
- B. shall Disclose Health Information to COUNTY upon request;
- C. may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (1) Use Health Information; and
  - (2) Disclose Health Information if (a) the Disclosure is required by law, or (b) CONTRACTOR obtains reasonable assurance from the person to whom the information is Disclosed that the Health Information will be held confidentially and Used or further Disclosed only as required by law or for the purpose for which it was Disclosed to the person, and the person agrees to notify CONTRACTOR of any instances of which the person is aware in which the confidentiality of the Health Information has been breached.

CONTRACTOR shall not Use or Disclose Health Information for any other purpose.

50.4 Adequate Safeguards for Health Information. CONTRACTOR warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Health Information in any manner other than as permitted by this Paragraph 50.0

50.5 Reporting Non-Permitted Use or Disclosure. CONTRACTOR shall report to COUNTY each Use or Disclosure that is made by CONTRACTOR, its employees, representatives, agents, or subcontractors but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to COUNTY's Privacy Officer within forty-eight (48) hours from the time CONTRACTOR becomes aware of the non-permitted Use or Disclosure, followed by a written report to the Privacy Officer no later than five (5) days from the date CONTRACTOR becomes aware of the non-permitted Use or Disclosure.

50.6 Availability of Internal Practices, Books, and Records to Government Agencies. CONTRACTOR agrees to make its internal practices, books, and records relating to the Use and Disclosure of Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining COUNTY's compliance with the Privacy Regulations.

- 50.7 Access to and Amendment of Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Health Information constitutes a “designated record set” under the Privacy Regulations, (a) make the Health Information specified by COUNTY available to the individual(s) identified by COUNTY as being entitled to access and copy that Health Information, and (b) make any amendments to Health Information that are requested by COUNTY. CONTRACTOR shall provide such access and make such amendments within the time and in the manner specified by COUNTY.
- 50.8 Accounting of Disclosures of Health Information. Upon COUNTY’s request, CONTRACTOR shall provide to COUNTY an accounting of each Disclosure of Health Information made by CONTRACTOR or its employees, agents, representatives, or subcontractors. The accounting shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Health Information; (c) a brief description of the Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure, CONTRACTOR shall track the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure.
- 50.9 Term and Termination. In addition to and notwithstanding the termination provisions set forth in this Agreement, this Agreement may be terminated immediately upon written notice by COUNTY to CONTRACTOR if COUNTY determines, in its sole discretion, that CONTRACTOR has violated any material term of this Paragraph 50.0. CONTRACTOR’s obligations under Subparagraphs 50.3 through and including 50.12 of this Paragraph 50.0 shall survive the termination or expiration of this Agreement.
- 50.10 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this Agreement, CONTRACTOR shall either return or destroy, in COUNTY’s sole discretion and in accordance with any instructions by COUNTY, all Health Information in the possession or control of CONTRACTOR or its agents and subcontractors. However, if COUNTY determines that neither return nor destruction of Health Information is feasible, CONTRACTOR may retain Health Information provided that CONTRACTOR (a) continues to comply with the provisions of this Paragraph 50.0 for as long as it retains Health Information, and (b) further limits Uses and Disclosures of that Health Information to those purposes that make its return or destruction infeasible.
- 50.11 No Third Party Beneficiaries. There are no third party beneficiaries to the provisions of this Paragraph 50.0.
- 50.12 Use of Subcontractors and Agents. CONTRACTOR shall require of each of its agents and subcontractors that receive Health Information from CONTRACTOR to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph 50.0.

## **51.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**

- 51.1 This Agreement is subject to the provisions of COUNTY’s ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

- 51.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 51.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 51.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
- A. Pay to COUNTY any difference between the Agreement amount and what COUNTY's costs would have been if the Agreement had been properly awarded;
  - B. In addition to the amount described in Subparagraph 51.4.A, be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Agreement ; and
  - C. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and COUNTY's Office of Affirmative Action Compliance of this information.

## **52.0 SAFELY SURRENDERED BABY LAW**

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Exhibit K of this Agreement.

**AUTHORIZATION OF AGREEMENT  
FOR  
DNA ORDER TRACKING SYSTEM (DOTS) DEVELOPMENT**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof,, and CONTRACTOR has caused this Agreement to be subscribed on its behalf by its duly authorized agent.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chairman

ATTEST:  
Violet Varona-Lukens  
Executive Officer

BY: \_\_\_\_\_

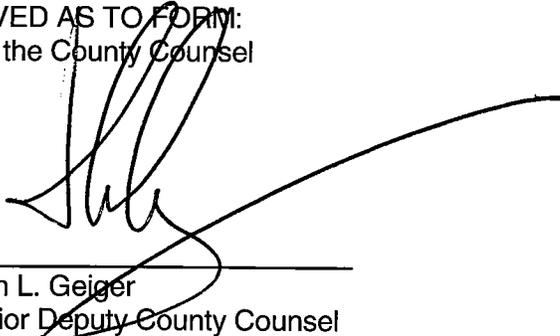
CAPITA Technologies Inc., a Delaware corporation  
CONTRACTOR

By: 

Name: Charles S. Granville

Title: Executive Vice President

APPROVED AS TO FORM:  
Office of the County Counsel

By:   
\_\_\_\_\_  
John L. Geiger  
Senior Deputy County Counsel

**County of Los Angeles**  
**Information Systems Advisory Body (ISAB)**  
**DNA Order Tracking System**  
**Statement of Work**

ISAB  
12750 Center Court Drive  
Suite 500  
Cerritos CA 9703

---

---

- 1. Introduction.....3**
  - 1.1. *Project Goals and Objectives* .....3
  - 1.2. *Business Objectives:*.....3
  - 1.3. *Technical Objectives:*.....4
  
- 2. Approach .....4**
  
- 3. Services and Deliverables.....4**
  - 3.1. *Services:* .....5
    - 3.1.1. *System and Process Analysis* .....5
    - 3.1.2. *Project Management*.....5
  - 3.2. *Deliverables:*.....5
    - 3.2.1. *Scope and Design Specification Documents:*.....5
    - 3.2.2. *Project Status Reports:*.....6
    - 3.2.3. *Project Plan:*.....7
    - 3.2.4. *DNA Order Tracking System (DOTS):*.....7
    - 3.2.5. *Prepare Technical Architecture*.....7
  
- 4. Minimum Requirements: .....10**
  - 4.1. *Core Contractor Project Team skills must include:*.....10
  
- 5. Primary Contact Information .....11**
  
- 6. Professional Fees and Expenses for this Project .....11**
  
- 7. Attachment 1 (DOTS Business Requirements) .....11**

## **1. Introduction**

California Penal Code section 296 requires all criminal defendants convicted of certain crimes to provide deoxyribonucleic acid (DNA) for analysis and inclusion in the California DNA and Forensic Identification database and Data Bank program. Under this Agreement, Contractor, on behalf of the County of Los Angeles Information Systems Advisory Body (ISAB), in concert with its criminal justice affiliates, is undertaking development of an automated DNA Order Tracking System (DOTS) that addresses California statutory requirements.

The new application shall improve the existing process for identifying defendants who must provide DNA samples, the process for collecting samples, billing the State for services rendered, and updating multiple systems within the justice community after samples are taken.

Contractor shall create an application that satisfies DNA information sharing requirements and provides a standard way of doing business between county, state and federal agencies thus making long-term planning and inter-agency communications easier.

### **1.1. Project Goals and Objectives**

Contractor shall effectuate each of the following project goals and objectives:

- 1.1.1 Implement an automated workflow process to assist in the interagency management/monitoring of DNA collection and posting to the California DNA databank.
- 1.1.2 Avoid taking multiple samples from the same defendant.
- 1.1.3 Increase the identification of qualified defendants.
- 1.1.4 Monitor invoicing and collection of reimbursement to the L. A. County Sheriff.
- 1.1.5 Assist the State Department of Justice and Berkeley Labs in the record processing of L. A. County submitted DNA samples.

### **1.2. Business Objectives:**

Contractor shall effectuate each of the following project objectives:

- 1.2.1. Obtain samples from subjects currently convicted or arrested for qualifying offenses.
- 1.2.2. Obtain samples from previously convicted defendants of qualifying offenses.
- 1.2.3. Obtain samples from all sex registrants and other parties required to submit.
- 1.2.4. Increase the number of samples taken by the Sheriff to increase reimbursements and eventually recover costs.
- 1.2.5. Improve interagency coordination in identifying, ordering and processing of qualified defendants under PC 296 whether initiated by prosecution, Superior Court, Law Enforcement Agency (LEA), Probation, State Parole, etc.
- 1.2.6. Improve internal monitoring of compliance with PC 296.
- 1.2.7. Improve the criminal justice process by increasing availability of DNA samples to solve crimes and provide assistance in proof of innocence or guilt for current and Cold cases.

### **1.3. Technical Objectives:**

Contractor shall effectuate each of the following project technical objectives:

Provide integrated justice business process management (BPM) utilizing XML forms based on the Global Justice XML Data Model (GJXDM v3), FYI workflow technology and FYI integration tools to AJIS, TCIS, CCHRS, JDIC/CLETS, RAJIS, and PIMS using FYI and PIX (QDX) middleware tools.

Implement national Global Justice XML data element standards (GJXDM v3) in support of internal (Intranet) and external (Internet) justice information exchanges, specifically addressing XML standards for OASIS Court Filing and related standards.

Replace the existing Sheriff's Paradox tracking and billing application utilizing XML forms based on the Global Justice XML Data Model (GJXDM v3), FYI workflow technology and integration tools.

## **2. Approach**

Contractor shall review the existing "DNA Design Document" (Attachment 1) to gain an understanding of the scope and breadth of the required application for bid preparation purposes. Contractor shall work with County subject matter experts for clarification of design specifications as needed. In addition, the Contractor project team shall learn more about the existing manual system and processes as necessary in order to provide a detailed delineation of scope (scope document) and to document design specifications (design specification document).

The scope and design specification documents will validate, and revise existing design documents as needed, prior to system prototyping or code development.

In conjunction with the development effort, DOTS servers will be installed and configured according to ISAB's requirements. (This requires complete installation of the FYI toolset). Implementation of DOTS will be located on ISD-hosted production servers in the ISD Data Center in Downey, California. This task will be performed as a joint effort with Contractor staff and Certified FYI Technicians (CFT) from ISD.

The development system will be tested on the existing Information System Advisory Body's (ISAB) test/development system in Cerritos, California.

During the project, weekly project status reports shall be delivered to the ISAB project manager on Wednesdays.

The agreed-upon Contractor project manager shall have overall project responsibility in overseeing the project's successful implementation and the ISAB project manager will serve as a central point of contact.

## **3. Services and Deliverables**

The Contractor shall provide the services and deliverables delineated in this Statement of Work. The services and deliverables will be completed as three major components:

Component 1:                   The Contractor shall provide the County with Scope and Design Specification documentation performing any required interviewing,

- data gathering, on site visits, analysis and document preparation to produce the deliverables
- Component 2: The Contractor shall provide the County with a Project Plan, Status Reports, project presentations and day-to-day management of the project
- Component 3: The Contractor shall provide the County with a fully operational production FYI system (all county purchased products) installed on ISAB servers accessible through the county intranets and the Internet.

**3.1. Services:****3.1.1. System and Process Analysis**

The Contractor shall allocate time as necessary for viewing, working with, and understanding the existing process and applications. Throughout this period, the Contractor shall hold discussions with individuals or groups to gather detailed information necessary to validate the scope of the project and to define the work to be performed in the build phase. This includes analysis and documentation of workflows, documents, processes, required outputs, analyzing existing hardware and software, define new platform and configuration requirements needed as input into the design and development of the actual solution.

**3.1.2. Project Management**

The Contractor project manager is responsible for all project coordination, administration, and communication including project status reporting and all other project-related documents and activities. The Contractor project manager provides a single point of contact for the County during the project.

**3.2. Deliverables:****3.2.1. Scope and Design Specification Documents:**

Contractor shall create the Scope and Design Specification Documents, which shall include the Contractor's analysis and workflow of the entire DOTS process and contain details of how the proposed solution will automate business operations. The documents shall delineate how the Identitech FYI software will be deployed to meet all project objectives. At a minimum, the Scope and Design Specification Documents shall document the following:

- 3.2.1.1. Identify and confirm required forms processing
- 3.2.1.2. Confirm and document business data flow for the various collection processes (this includes understanding the existing processes, as well as the work flows between the various business units)

- 3.2.1.3. Identify all existing data sources for identifying qualifying subjects for DNA collection
- 3.2.1.4. Identify new data sources if any required
- 3.2.1.5. Determine how the system will be used based on what outputs and processing options are expected by the users
- 3.2.1.6. Determine other sources of data (external systems)
- 3.2.1.7. Review current DOJ Legal Bulletins on business rules for qualified DNA candidates and the anticipated passage of the Harrington Initiative which expands the scope of qualifying conditions for collection of DNA
- 3.2.1.8. Delineate reporting requirements
- 3.2.1.9. Identify security requirements (e.g. CJIS/NLETS/HIPAA)
- 3.2.1.10. Identify any special tools/environment needed (e.g. 128 bit encryption)
- 3.2.1.11. Identify the necessary action items that will become tasks for the implementation phase for various groups
- 3.2.1.12. Determine the sizing requirements for the new application
- 3.2.1.13. Identify ongoing support resources required to maintain the application
- 3.2.1.14. Document all information and processing requirements and the solution for providing users with the information and processing that is needed (forms, screens, reports, work flow, object sharing between applications, etc.)

**DELIVERABLE:** Contractor shall deliver approved scope and design specification documents in electronic form and printed copy for distribution. All project deliverables to be prepared with Microsoft Office Suite products unless otherwise approved.

### **3.2.2. Project Status Reports:**

Produced by the Contractor, the bi-monthly status report (first and last Wednesday of the month) shall include a summary of completed work activities, project status, upcoming activities, outstanding action items, and project issues with an associated priority as well as an updated electronic project plan. The County project manager or designee shall approve the status report. Any modifications required by the ISAB project manager shall be discussed with the Contractor project manager. A revised version of the status report shall be released to reflect the changes.

**DELIVERABLE:** Contract shall deliver an approved status report in electronic form, updated and distributed the first and last Wednesday of each month and printed copy for distribution. All project deliverables to be prepared with Microsoft Office Suite products unless otherwise approved.

**3.2.3. Project Plan:**

The Project Plan defines the project objectives, scope, planning, administration, organization, and resource plan. The Project Plan is based upon information gathered during the development of the Scope and Design Specification Documents and the Contractor's experience designing and building EDMS/Work-flow applications. At minimum, the Contractor shall:

Utilize Microsoft Project to prepare a project plan including schedules, work breakdown tasks, resource requirements and cost estimates for each deliverable. The project plan to include client-required tasks for reviews, participation in user and technical meetings, equipment hardware/software procurement deadlines and customer internal coordination with County departments.

**DELIVERABLE:** Contractor shall deliver an approved project plan document in electronic form, updated and distributed the last Wednesday of each month and printed copy for distribution. All project deliverables to be prepared with Microsoft Office Suite products unless otherwise approved.

**3.2.4. DNA Order Tracking System (DOTS):**

The Contractor shall deliver fully functional DOTS, as agreed during the discovery, scoping and design phase of the project. The next phase of the project shall include several major tasks and associated deliverables as follows:

**3.2.5. Prepare Technical Architecture**

This task will describe the technical architecture to support the proposed DOTS solution including, hardware and software products needed to support the build phase. Subtasks will minimally include:

- 3.2.5.1 Define migration requirements (if any)
- 3.2.5.2 Define Backup/Restore processes
- 3.2.5.3 Evaluate and recommend software/hardware to support DOTS
- 3.2.5.4 Define workstation/server/network configuration requirements
- 3.2.5.5 Define degree of scalability for recommended approach
- 3.2.5.6 Estimate sizing for production machine(s) based on volumes/frequency of transactions
- 3.2.5.7 Prepare initial estimate of production hardware/software costs
- 3.2.5.8 Obtain concurrence and approval on architecture recommendation

**DELIVERABLE** – Contractor shall develop the Technical architecture report including hardware, software, network components / client and application server(s) software tools / security administration requirements and levels of security / capacity volumes and

frequency estimates / backup, recovery and hours of operation and scheduled downtime.

### **3.2.6. Establish Development Environment**

Based on adoption of the technical architecture hardware and software toolset, implement the development environment to support building DOTS functions. The County will provide a current development server environment. Contractor and County teams shall install/configure the environment. Subtasks to include:

- 3.2.6.1. County to procure the requisite hardware/software
- 3.2.6.2. Install development hardware and software
- 3.2.6.3. Establish ISAB LDAP
- 3.2.6.4. Establish Change Control, Library Management
- 3.2.6.5. Define and implement development, test and training environments
- 3.2.6.6. Define backup/recovery procedures

**DELIVERABLE:** Contractor shall deliver an operational development system including test and training environments with documented change control, bug tracking (e.g. via Bugzilla) and library management procedures.

### **3.2.7. Build Phase:**

Code and test according to Design Specification Document. Subtasks to include:

- 3.2.7.1. Build all screens, workflows, forms, processes and reports
- 3.2.7.2. Develop Unit Test Plan including standard checklist
- 3.2.7.3. Unit test all components and modify code as necessary
- 3.2.7.4. Develop System Test Plan
- 3.2.7.5. Execute System Test and modify code as necessary
- 3.2.7.6. Plan and execute performance tests and modify code as necessary
- 3.2.7.7. Prepare and deliver Code Reviews to County technical staff

**DELIVERABLE:** Contractor shall develop and execute unit test plans and scripts. Contractor shall thoroughly unit test the application as part of the construction process, including without limitation, unit testing of external system interfaces. Contractor shall certify in writing, that the Contractor has successfully constructed and unit tested the application and interfaces. In addition, Contractor shall System and Performance test all programs and document results of unit, system and performance tests. Contractor shall deliver code reviews to County technical staff along with supporting documentation.

### **3.2.8. Define Production Environment Requirements:**

Based on Contractor provided production environment requirements, the County will procure and install the necessary production servers and establish connectivity.

Subtasks to include:

- 3.2.8.1. County to procure hardware/software based on Contractor recommendations
- 3.2.8.2. Security administration roles and responsibilities defined by Contractor
- 3.2.8.3. Backup/Recovery, Fault tolerance documented by Contractor

**DELIVERABLE:** Contractor shall certify, in writing, that the Contractor has provided the requisite operational production environment and supporting documentation for Security, Backup/Recovery and Fault tolerance.

### **3.2.9. Perform User Acceptance Testing**

DOTS users with Contractor and County technical support will perform acceptance tests for each component prior to implementation into production. Subtasks to include:

- 3.2.9.1. Customer Acceptance Test Plan documented by Contractor
- 3.2.9.2. Customer performed User Acceptance Test with onsite Contractor support
- 3.2.9.3. Contractor resolved Acceptance Test processing problems, issues and concerns
- 3.2.9.4. Contractor delivery of acceptance tested software

**DELIVERABLE:** Following successful completion of all Contractors testing of the application, Contractor shall actively support County in the conduct of User acceptance testing of the application, including, without limitation, providing all consultation and assistance requested by the County. County user acceptance will be based upon test scripts prepared by Contractor. Such scripts and any other scripts prepared by County shall also be used in integration testing. The County on Production Hardware will conduct such user acceptance testing.

### **3.2.10. Perform System Turnover Tasks**

- 3.2.10.1. Brief Sheriff and District Attorney Help Desks
- 3.2.10.2. Provide application fully documented
- 3.2.10.3. Establish monitoring software alerts (if required)
- 3.2.10.4. Establish Production Control procedures
- 3.2.10.5. Prepare operations and support documentation (including backup/recovery procedures)

**DELIVERABLE:** Contractor shall implement the application for production use at designated County locations. The Contractor shall make the Application fully operational and in production use at these facilities. Contractor shall complete and deliver a written production control turnover document Including the application, operations and support detailed above.

### **3.2.11. Develop Training Plan and User Documentation Aids**

- 3.2.11.1. Prepare User Manual and Help screens for DOTS
- 3.2.11.2. Prepare Training plan
- 3.2.11.3. Prepare Training Documentation
- 3.2.11.4. Train technical coordinators, train-the-trainer and support staff

**DELIVERABLE:** Contractor shall develop and deliver approved user manual, training guide and DOTS screens, reports and system help delivered with 1 day of training for train-the-trainer and support staff.

### **3.2.12. Implement into Production**

- 3.2.12.1. Define cutover strategy
- 3.2.12.2. Plan and execute rollout of application including implementation.
- 3.2.12.3. Migrate code to production
- 3.2.12.4. Provide Transition Technical Support to County for ongoing maintenance

**DELIVERABLE:** Contract shall deliver a fully tested, and accepted DOTS in production with documentation of: implementation schedule, implementation plan, transition support plan, and maintenance services during transition

## **4. Minimum Requirements:**

Contractors must clearly document their experience with Identitech FYI product suite. County ISD support staffs currently have experience with the FYI development toolset, Oracle databases and Windows/Server 2003 development environments. Contractor proposals shall be carefully evaluated for the following core skills.

### **4.1. Core Contractor Project Team skills must include:**

A minimum of one-year software development experience in the last 3 years for a criminal justice/law enforcement system for police, district attorney, criminal courts and/or probation. (Justice Agency)

Team leader must have at least 18 months experience in development of EDMS/Workflow application development effort.

At least one year demonstrated experience in conducting joint application requirements and design sessions including prototype development.

A minimum of two years experience developing EDMS applications using mainstream software tools Identitech, Hyland, FileNet or other EDMS-development technology.

At least one team member shall have two or more years experience as a technical architect in the design of large-scale applications. Large scale includes 180+ concurrent users and more than 10,000 inquiry transactions per day.

At least one team member must have a minimum of one years experience in developing interfaces to external legacy mainframe systems using EAI tools (Quovadx or Novell Extend previously Silverstream) and must be proficient in core Web Services standards such as extensible markup language (XML), simple object access protocol (SOAP), web service description language (WSDL) and universal description discovery and integration (UDDI).

## 5. Primary Contact Information

Primary contact: Lt. John Aerts, DOTS project manager:

Information Systems Advisory Body

12750 Court Drive, Suite 500

Cerritos CA 90703

(562) 403-6512 Offices

(562) 809-3049 Fax

## 6. Professional Fees and Expenses for this Project

**DOTS is a fixed fee engagement. Therefore, any additional fees or expenses beyond the bid price will be the responsibility of the Contractor.** Work for the design, build, test, and implementation of the DOTS will be billed on a fixed price basis by deliverables. Contractor shall provide invoices with payment based upon deliverables completed. Payment will be made in arrears for previously accomplished deliverables. Any changes to the original bid will have to be approved by the County in advance.

## 7. Attachment 1 (DOTS Business Requirements)

## ***PRICING SCHEDULE***

<b>Component 1 Scope and Design Specification Documentation</b>	<b>\$69,000</b>
Workflow Design Documentation	
Document and Forms Design Documentation	
Interface integration Design Documentation	
Reports Design Documentation	
<b>Component 2 Project Management</b>	<b>\$72,600</b>
Project Plan & Project Management	
Project schedule, updated bi-weekly	
Bi-weekly Status Reports	
<b>Component 3 Solution Delivery</b>	<b>Amount</b>
3.1 Prepare Technical Architecture Report	\$14,000
3.2 Establish Development Environment	\$14,000
3.3 Coded and Tested System	
3.3a Coded and Unit Tested System	\$361,000
3.3b System Test documentation and results	\$86,000
3.4 Production Environment Requirements Report	\$15,000
3.5 User Acceptance Test	\$10,000
3.6 Training and User Documentation	\$30,000
3.7 Production Deployment	\$27,000
<b>Total Amount</b>	<b>\$698,600</b> =====

**CONTRACT FOR  
DNA ORDER TRACKING SYSTEM (DOTS)**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to  
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Capita Technologies  
CONTRACTOR NAME

Contract No. 216240

Employee Name Imelda Ford

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer IF

Contractor Name Capita Technologies Contract No. 216240

Employee Name Imelda Ford

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

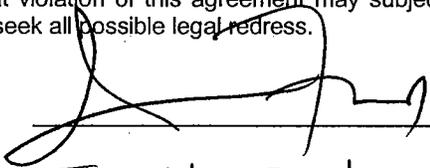
I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit J1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:  \_\_\_\_\_

DATE: 10/6/04

PRINTED NAME: Imelda Ford

POSITION: Team Member

**CONTRACT FOR  
DNA ORDER TRACKING SYSTEM (DOTS)**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to  
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Capita Technologies  
CONTRACTOR NAME

Contract No. 216240

Employee Name Milorad Djukic

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer MD

Contractor Name Capita Technologies Contract No. 216240  
Employee Name Milorad Djukić

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit J1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:  DATE: 10, 6, 04

PRINTED NAME: MILORAD DJUKIC

POSITION: Team Member

**CONTRACT FOR  
DNA ORDER TRACKING SYSTEM (DOTS)**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to  
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Capita Technologies  
CONTRACTOR NAME

Contract No. 216240

Employee Name Jim Chen

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer jc

Contractor Name Capita Technologies Contract No. 216240  
Employee Name Jim Chen

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit J1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: 

DATE: 10/16/04

PRINTED NAME: Jim Chen

POSITION: Team Member

**CONTRACT FOR  
DNA ORDER TRACKING SYSTEM (DOTS)**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to  
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Capita Technologies  
CONTRACTOR NAME

Contract No. 216240

Employee Name Wen Hui Gao

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer \_\_\_\_\_

Contractor Name Capita Technologies Contract No. 216240

Employee Name Wen Hui Gao

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit J1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: 

DATE: 10/6/04

PRINTED NAME: Wen Hui Gao

POSITION: Team Member

**CONTRACT FOR  
DNA ORDER TRACKING SYSTEM (DOTS)**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to  
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

*Capita*

\_\_\_\_\_  
CONTRACTOR NAME

Contract No.

*216340*

Employee Name

*Pantuck Raisa*

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer *R.P.*

Contractor Name Capita Technologies Contract No. 216240  
Employee Name Pantuch Raisa

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit J1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: *Pantuch* DATE: 10, 05, 04  
PRINTED NAME: Pantuch Raisa  
POSITION: developer

**CONTRACT FOR  
DNA ORDER TRACKING SYSTEM (DOTS)**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to  
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Capita Technologies  
CONTRACTOR NAME

Contract No. 216240

Employee Name JIM MACK

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer 

Contractor Name Capita Technologies Contract No. 2116240  
Employee Name Jim Mack

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit J1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

Jim Mack

DATE: 10, 06, 04

PRINTED NAME:

Jim Mack

POSITION:

Team Member

CONTRACT FOR  
DNA ORDER TRACKING SYSTEM (DOTS)

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT

*(any reference to Copyright Assignment would apply to  
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Capita Technologies  
CONTRACTOR NAME

Contract No. 216240

Employee Name Eric Mar King

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer Em

Contractor Name Capita Technologies Contract No. 216240

Employee Name Eric Marking

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

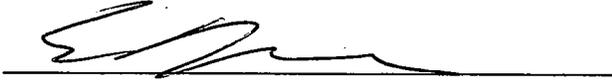
I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit J1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: 

DATE: 10, 6, 04

PRINTED NAME: Eric Marking

POSITION: Team Member

**CONTRACTOR'S EEO CERTIFICATION**

Capita Technologies  
 Company Name

17600 Gillette  
 Address

36-4269051  
 Taxpayer I.D. Number

**GENERAL**

In accordance with provisions of §4.32.010, et seq. of the *Los Angeles County Code*, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies, are and will be treated equally by the firm without regard to, or because of, race, religion, ancestry, national origin, or sex, and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.	(✓)	( )
2. Contractor periodically conducts a self analysis or	(✓)	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	(✓)	( )
4. When areas are identified in its employment practices, and Proposer has a system for taking reasonable corrective action, to include establishment of goals and timetables.	(✓)	( )

Charles Granville  
 Signature

10-6-04  
 Date

Charles Granville EVP  
 Name and Title of Signer (please print)

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, a \_\_\_\_\_, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number 216240  
for DNA Order Tracking System,  
dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Charles Granville \_\_\_\_\_ 10/6/04  
Grantor's Signature Date

Grantor's Printed Name: Charles granville

Grantor's Printed Position: EVP

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, Imelda Ford, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or aquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Imelda Ford and Grantee have entered into County of Los Angeles Agreement Number 216240 for DNA Order Tracking System dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_.

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

[Signature]  
Grantor's Signature

10/6/04  
Date

Grantor's Printed Name: Imelda Ford

Grantor's Printed Position: Team Member

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Milorad Djukic and Grantee have entered into County of Los Angeles Agreement Number 216240 for DNA Order Tracking System dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

M Djukic \_\_\_\_\_ 10-6-04  
Grantor's Signature Date

Grantor's Printed Name: Milorad Djukic

Grantor's Printed Position: Team Member

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, Jim Chen, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or aquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Jim Chen and Grantee have entered into County of Los Angeles Agreement Number 216240 for DNA Order Tracking System dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

(NOTE to Preparer: reference all existing Amendments) as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

\_\_\_\_\_  
Grantor's Signature Date 10-6-04

Grantor's Printed Name: Jim Chen

Grantor's Printed Position: Team Member

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, Wen Hui Gao, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or aquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Wen Hui Gao and Grantee have entered into County of Los Angeles Agreement Number 216240 for DNA Order Tracking System dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

\_\_\_\_\_  
Grantor's Signature  10-6-04  
Date

Grantor's Printed Name: Wen Hui Gao

Grantor's Printed Position: Team Member

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, Pantuch Raisa, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Pantuch Raisa and Grantee have entered into County of Los Angeles Agreement Number 216240 for DNA <sup>ORDER</sup> TRACKING SYSTEM, dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Pantuch \_\_\_\_\_ Date 10/05/04  
Grantor's Signature  
Grantor's Printed Name: Pantuch Raisa  
Grantor's Printed Position: Developer

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, Jim Mack, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or aquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Jim Mack and Grantee have entered into County of Los Angeles Agreement Number 216240 for DNA Order Tracking System, dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Jim Mack  
Grantor's Signature

10/6/04  
Date

Grantor's Printed Name: Jim Mack

Grantor's Printed Position: Team Member

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, Eric Marking, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or aquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Eric Marking and Grantee have entered into County of Los Angeles Agreement Number 2116240 for DNA Order Tracking System, dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

[Signature]  
Grantor's Signature

10/6/04  
Date

Grantor's Printed Name: Eric Marking

Grantor's Printed Position: Team Member

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, a \_\_\_\_\_, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number 216240  
for DNA Order Tracking System  
dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Charles \_\_\_\_\_ 10/6/04  
Grantor's Signature Date

Grantor's Printed Name: Charles GRAYLIE

Grantor's Printed Position: EVP